4146

BILL NO. S-78-08-18

SPECIAL ORDINANCE NO. S-137-78

AN ORDINANCE approving a contract for Curb and Sidewalk Improvement Resolution No. 5802-1978, between the City of Fort Wayne, Indiana, and Hipskind Asphalt Corporation, for construction of curbs and sidewalks in the Nebraska Area Phase III.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated July 24, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Hipskind Asphalt Corporation, for:

construction of curbs and sidewalk in the Nebraska Neighborhood Area, Phase III,

under Board of Public Works Curb and Sidewalk Improvement Resolution No. 5802-1978, at a total cost of $97,065.50, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works ~~(and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock ____ M., E.S.T.~~

DATE: 8-8-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	7			2	
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS				✓	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER				✓	
TALARICO	✓				

DATE: 8-22-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-137-78 on the 22nd day of August, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of August, 1978, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of August, 1978, at the hour of eleven o'clock ____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-08-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Curb and Sidewalk Improvement Resolution No. 5802-1978, between the City of Fort Wayne, Indiana, and Hipskind Asphalt Corporation for construction of curbs and sidewalks in the Nebraska Area Phase III

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

8-22-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

66-17-10 7/24/78

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

This Agreement, made and entered into this 24 day of July, 1978

by and between --

--------------------------HIPSKIND ASPHALT CORPORATION---------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5802-1978: To improve by construction of sidewalk and curb on Boone St. from Watkins St. to Cherry St.; Growth St. on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler St. south side only from Runnion Ave. to western terminus; Mary St. from Runnion Ave. to western terminus; Davis St. east side only; Mary St. to Link St.; Osage St , Main St. to alley north of Boone St. (Nebraska Area Phase III)

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5802-1978 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Sidewalk Removal	Four dollars and no cents per square yard	4.00
New 4" Standard Walk	One dollar and fifty cents per square foot	1.50
New 6" Sidewalk (for driveways)	Two dollars and no cents per square foot	2.00
Curb Removal	Two dollars and no cents per lineal foot	2.00
Curb - Type III	Eight dollars and no cents per lineal foot	8.00
Curb - Type IIA	Eight dollars and no cents per lineal foot	8.00
Driveway Removal	Five dollars and no cents per square yard	5.00
New Residential Driveway Approach	Twenty dollars and no cents per square yard	20.00
St[illegible]	One hundred and fifty dollars and	150.00

Curb - Type IIA	Eight dollars and no cents per lineal foot	8.00
Driveway Removal	Five dollars and no cents per square yard	5.00
New Residential Driveway Approach	Twenty dollars and no cents per square yard	20.00
Steps	One hundred and fifty dollars and no cents per riser	150.00
Excavation	Ten dollars and no cents per cubic yard	10.00
Wingwalks with ramps	Three dollars and no cents per square foot	3.00
Topsoil	Ten dollars and no cents per ton	10.00
Sod (includes watering for 30 days)	Four dollars and no cents per square yard	4.00
Abandon Catch Basin (including backfill)	One hundred dollars and no cents for each	100.00
Catch Basin with steel bell	Six hundred dollars and no cents for each	600.00
Tree Removal - 36" diameter	Five hundred dollars and no cents for each	500.00
9" Concrete for Corner Cuts	Thirty dollars and no cents per square yard	30.00
SUB-TOTAL	Eighty-seven thousand five hundred eighty-eight dollars and no cents	$87,588.00

Alternate A - N/S Boone Watkins to Fry

Sidewalk Removal	Five dollars and no cents per square yard	5.00
New 4" Standard Walk	One dollar and seventy-five cents per square foot	1.75
Curb Removal	Five dollars and no cents per lineal foot	5.00
New Wingwalks with Ramps	Four dollars and no cents per square foot	4.00
Topsoil	Fifteen dollars and no cents per ton	15.00
Excavation	Seventy-five dollars and no cents per cubic yard	75.00
Sod (including watering for 30 days)	Ten dollars and no cents per square yard	10.00
Tree Removal - 24" diameter	Five hundred dollars and no cents for each	500.00
New Tree	Three hundred fifty dollars and no cents for each	350.00
SUB-TOTAL	Nine thousand four hundred seventy-seven dollars and fifty cents	$9,477.50
TOTAL	Ninety-seven thousand sixty-five dollars and fifty cents	$97,065.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5802-1978 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Nov. 15, 19 78 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th day of July, 1978

ATTEST:

Jerome C. Hipskind
Corporate Secretary

HIPSKIND ASPHALT CORPORATION
BY: David L. Hipskind
ITS: Pres
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Wehrenberg
[illegible]
May G. Scott
Its Board of Public Works and Mayor.

ATTEST:
Ursula Miller
Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY.
Larry T. Brown
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Form 19...

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5802-1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by construction of sidewalk and curb on Boone Street from Watkins Street to Cherry Street; Growth Street on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler Street south side only from Runnion Avenue to western terminus; Mary Street from Runnion Avenue to western terminus; Davis Street east side only; Mary Street to Link Street; Osage Street, Main Street to alley north of Boone Street. (Nebraska Area Phase III)

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development and Planning.

Adopted, this ________ *day of* ________

ATTEST: Ursula Miller

Secretary and Clerk

BOARD OF PUBLIC WORKS: Henry P. Wehrenberg

Ethel W. Le Mar

Mary G. Scott

CALHOUN PRESS

GUARANTY BOND

Know All Men by These Presents, That we --------------------------------

--------------------HIPSKIND ASPHALT CORPORATION---------------------- Contractors

as principal, and --

-------TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS----------------- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY-SEVEN

THOUSAND SIXTY-FIVE DOLLARS AND FIFTY CENTS------------------------------------

-- ($97,065.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said --------------------

-------------------------HIPSKIND ASPHALT CORPORATION-------------------------

did on the ______________ day of ______________

______________, enter into a contract with the City of Fort Wayne to construct a

______________ Pavement

on Resolution No. 5802-1978: ~~Street from~~ To improve by construction of sidewalk and curb on Boone St. from Watkins St. to Cherry St.; Growth St. on west side only from 80' north of Morrison to 335' north of Morrison; Wheeler St. south side only from Runnion Ave. to western terminus; Mary St. from Runnion Ave. to western terminus; Davis St. east side only; Mary St. to Link St.; Osage St., Main St. to alley north of Boone Street. (Nebraska Area Phase III).

-- according to certain plans and specifications, and also warranting and guaranteeing the work, material and condition of the pavement thereof as provided (for a period of three years) in aforesaid contract and specifications. Now if the said ----------------------------------

HIPSKIND ASPHALT CORPORATION-------------- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 6th day of July 1978

ATTEST:

Jerome F. Hipskind
Corporate Secretary

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Pres (SEAL)

Approved this 24 day of July, 1978

Henry P. Wehrenberg

[signature]

Mary G. Scott

Board of Public Works.

ATTEST:

Ursula Miller

Secretary and Clerk

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrence J. Ward
(Attorney-in-Fact)

LIABILITY BOND

Know All Men by These Presents, That we

HIPSKIND ASPHALT CORPORATION

as principal, and

TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY-SEVEN THOUSAND SIXTY-FIVE DOLLARS AND FIFTY CENTS for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

($97,065.50)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ______ day of ______, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 6th day of July 1978

ATTEST:

Jeanne F. Hipskind
Corporate Secretary

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this 24 day of July, 1978

Henry P. Wehrenberg

Ethel W. LaMar

May G. Scott

Board of Public Works.

ATTEST:

Ursula Miller
Secretary and Clerk

COMPLETED IN STREET ENGINEERING DEPARTMENT

JUNE 27, 1978

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terrence J. Ward
(Attorney-in-Fact)

The Trinity Companies

Dallas, Texas 75201

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Open Penalty bonds.
2. Bonds where Attorney(s)-in-Fact appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 1977.

JUDY FAGAN, ASST. SECRETARY — A. J. TYLER, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of **TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY** and **TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify** that the foregoing Resolution of the Boards of Directors of these Corporations, and the **Power Attorney** issued pursuant thereto, are **true and correct and are still in full force and effect.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this ______ day of ______________________, 19____.

JUDY FAGAN, ASST. SECRETARY

B-3894

IN RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY AND JUNE, 1978.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	12.30	50¢	75¢			3if
BOILERMAKER		S	12.55	80	1.00		3¢	
BRICKLAYER		S	10.34	45	50		1	4if
CARPENTER	(BUILDING)	S	10.17		6%		7	2if
	(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON		S	9.35	75	40		1	
ELECTRICIAN		S	11.60	50	1%+30		6	
ELEVATOR CONSTRUCTOR		S	10.91	74½	56	8%	6	
GLAZIER		S	10.20		25	40	4	25¢holiday
IRON WORKER		S	11.20	90	1.05		2	2if
LABORER	(BUILDING)	S-SS US	7.70-8.60	70	50		9	
	(HIGHWAY)	S-US-SS	7.60-8.45	70	50		9	
	(SEWER)	S-US-SS	7.60-8.40	70	50		8	
LATHER		S	10.07		60		1	2if
MILLWRIGHT & PILEDRIVER		S	10.50		6%		7	2if
OPERATING ENGINEER	(BUILDING)	S-SS US	7.90-11.00	40	55		8	
	(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
	(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER		S	8.60-9.60	42	45		10	6misc
PLASTERER		S	9.71	60	40			
PLUMBER & STEAMFITTER		S	11.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER		S	8.10-10.10					
ROOFER		S	10.15		10			
SHEETMETAL WORKER		S	11.48	50	60		10	11if
TEAMSTER	(BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF Mar. 1978

Wayne T Kefeler
REPRESENTING GOVERNOR, STATE OF INDIANA

[illegible]
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

DECISION NO. IN78-2025 Page 4

TRUCK DRIVERS

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP 1	$8.45	$25.50a	$18.00a	b & c	
GROUP 2	8.50	25.50a	18.00a	b & c	
GROUP 3	8.55	25.50a	18.00a	b & c	
GROUP 4	8.60	25.50a	18.00a	b & c	
GROUP 5	8.65	25.50a	18.00a	b & c	
GROUP 6	8.70	25.50a	18.00a	b & c	
GROUP 7	8.80	25.50a	18.00a	b & c	
GROUP 8	8.85	25.50a	18.00a	b & c	
GROUP 9	8.90	25.50a	18.00a	b & c	
GROUP 10	8.95	25.50a	18.00a	b & c	
GROUP 11	9.10	25.50a	18.00a	b & c	

GROUP 1: Drivers on single axle, lowboy helper or flagman, drivers on air compressors and welding machines including those pulled by cars, pick-up trucks, tractors, fork-lifts, dumpsters

GROUP 2: Drivers on Mixer Trucks 3 yards

GROUP 3: Mechanic Helpers and Greasers

GROUP 4: Drivers on Batch Trucks wet or dry 3 batches or under

GROUP 5: Drivers on Tandem Axle Trucks (including Dog-Legs), Drivers on Oil Distributors Drivers on Mixers Trucks 3 yards, Winch Trucks

GROUP 6: Drivers on Single axle, semi-trucks, Drivers on batch trucks wet or dry or dry over 3 batches, Drivers on pavement breakers

GROUP 7: Drivers on Tandem-Axle semi-trucks, Drivers on trac-o-trucks, Euclids, Tournapull when pulling other than self-loading equipment up to and including 10 yards, Drivers on mixer trucks 4 yards, Mechanics

GROUP 8: Drivers on Tri-axle Trucks

GROUP 9: Drivers on Low-Boy, Drivers on Tandem, Tandem Axle Semi-trucks

GROUP 10: Drivers on Trac-O-Trucks, Euclids, Tournapulls when pulling other than self-loading equipment 11 yards to and including 16 yards, Drivers on mixer trucks above 4 yards

GROUP 11: Drivers on Trac-O-Trucks, Euclids, Tournapull when pulling other than self-loading equipment over 16 yards, Helicopter pilot

FOOTNOTES:

a. per week per employee

b. 1 week's paid vacation after 1 year's service; 2 weeks' paid vacation after 3 years' service; & 3 weeks' paid vacation after 10 years' service.

c. 7 paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; & Christmas Day

SUPERSEDEAS DECISION

STATE: Indiana COUNTIES: *See Below

DECISION NUMBER: IN78-2030 DATE: Date of Publication

Supersedes Decision No. IN77-2063 dated May 13, 1977 in 42 FR 24596

DESCRIPTION OF WORK: Heavy and Highway Construction

*Statewide, except Lake, LaPorte, Porter, and St. Joseph Counties	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CARPENTERS:					
Jasper, Newton, and Starke Counties	$12.03	.50	.57		.05
Elkhart County	9.98	.60	.60		.03
Bartholomew (Camp Atterbury), Boone, Fountain, Hamilton, Hancock, Hendricks, Johnson (except Edinburg), Marion, Montgomery, Morgan (except Washington), Parke (except portion lying west of a line south and north running through Jessup, Rosedale, Carbondale, and Poland), Putnam, Vermillion (north of the south city limits of Summit Grove), and Warren Counties	10.45	.60	.50		.03
Remainder of State of Indiana	9.83	.55	.45		.05
CEMENT MASONS:					
Adams, Allen, Dekalb, Noble, Steuben, and Whitley Counties	9.75	.75			.01

NOTICES

10169

PAGE 2

DECISION NO IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CEMENT MASONS (Cont'd)					
Benton, Carroll (Northeast section of Co., south & west to, but not incl. Flora in the eastern section, & south to, but not incl. Rockfield, & west to, but not incl. Yeoman), Cass, Clinton, Fountain, Fulton, Howard, Jasper (excluding northeastern portion of Co., but including Wheatfield), Miami, Montgomery, Newton, Pulaski (excluding northern 2/3 of Co.), Tippecanoe, Warren, & White Cos.	$ 9.25	.60	.75		
Jasper (northeastern portion of Co. west to, but not incl. Wheatfield), Pulaski (northern 2/3 of Co.), & Starke Cos.	9.42	.60	.90		.03
Marshall Co.	9.66	.60	.80		.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Cos.	9.90	.60			
Elkhart, Kosciusko, & LaGrange Cos.	10.48		.30		.02
Hamilton (northern ½ of Co.), Hancock (eastern ½ of Co.), Henry, Madison, & Tipton Cos.	8.23	.40	.35		
Decatur, Fayette, Franklin, Rush, Union, & Wayne Cos.	8.30		1.30		
Boone, Hamilton (southern ½ of Co., north to the new Rte. Indiana Hwy #32 incl. Noblesville), Hancock (southern & western part, north to but not incl. Wilkinson & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (northern ½ of Co.) Cos.	9.71	.65	.75		.04
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	9.80	.65	.55		
Greene & Sullivan Cos.	10.55	.40	.70		.01

PAGE 3

DECISION NO IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
CEMENT MASONS (Cont'd)					
Daviess, Gibson, Knox, Martin & Pike Cos.	$ 9.35	.70	.80		
Clark, Floyd, & Harrison Cos.	9.28	.60	.30		
Dearborn, Ohio, Ripley, & Switzerland Cos.	7.50				
Jackson, Jefferson, Jennings, Lawrence, Orange, Scott, & Washington Cos.	9.60				
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	10.20	.60	.25		
IRONWORKERS:					
Adams, Allen, Blackford, Dekalb, Delaware (northeastern 1/3 of Co.), Grant (excluding s/w portion), Huntington, LaGrange (eastern ½ of Co.), Noble, Steuben, Wabash, Wells, & Whitley Cos.	11.20	.90	1.20		.02
Elkhart, Fulton, Kosciusko, LaGrange (western ½ of Co.), Marshall, Pulaski, & Starke Cos.	10.55	.90	1.33		.03
Jasper (Northern ½ of Co.), & Newton Cos.	12.12	.80	1.36		.03
Clark, Crawford, Floyd, Harrison, Jackson (southern ½ of Co.), Jefferson, Jennings (southern ½ of Co.), Lawrence (southern 2/3 of Co.), Martin (eastern ½ of Co.), Orange, Scott, & Washington Cos.	10.50	.75	.95		.05
Marion Co.	11.00	.90	1.30		.05
Dubois, Gibson, Martin (western ½ of Co.), Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Cos.	8.15	.25	.25		

DECISION NO. IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
IRONWORKERS (Cont'd):					
Bartholomew, Boone (southeastern ½ of Co.), Brown, Clinton (eastern 1/3 of Co.), Decatur (western ½ of Co.), Delaware (southern 2/3 of Co.) Grant (S/W Portion), Hamilton, Hancock, Hendricks, Henry, Howard, Jackson (northern ½ of Co.), Jennings (northern ½ of Co.), Johnson, Lawrence (northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (eastern ½ of Co. excluding Greencastle), Rush, Shelby, & Tipton Cos.	$11.15	.90	1.30		.05
Benton, Boone (northwestern ½ of Co.), Carroll, Cass, Clinton (western 2/3 of Co.), Fountain, Jasper (southern ½ of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Cos.	10.64	.90	1.25		.02
Fayette, Jay, Randolph, Union, & Wayne Cos.	10.96	.90	1.25		.04
Clay, Daviess, Greene, Knox, Lawrence (northwestern 5/6 of Co.), Parke, Putnam (western ½ of Co. incl. Greencastle), Sullivan, Vermillion, & Vigo Cos.	10.60	.90	1.90		.10
Dearborn, Decatur (eastern ½ of Co.), Franklin, Ohio, Ripley & Switzerland Cos.	11.48	.90	1.05		.03
PAINTERS:					
Adams, Allen, Dekalb, Grant, Huntington, LaGrange, Noble, Steuben, Wabash, Whitley, & Wells (northern ½ of Co. to & incl. Bluffton):					
Brush; Paperhangers; Rollers; & Tapers	8.60	.42	.45		.10
Sandblasters; Spray	9.60	.42	.45		.10

DECISION NO IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS (Cont'd)					
Bartholomew, Decatur, Jackson & Jennings Cos.:					
Brush; Roller; & Steel	$ 9.45		.50		
Spray	10.45		.50		
Benton, Clinton, Fountain, Montgomery, Putnam, Tippecanoe, & Warren Cos.:					
Brush; Roller	10.15				
Structural Steel	10.40				
Sandblasting	11.15				
Spray	13.42				
Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton, & Wells (to the south city limits of Bluffton) Cos.:					
Brush	8.55		.60		
Spray	9.30		.60		
Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (north ½ of Co.) & Shelby Cos.:					
Brush	9.98	.47	.20		
Spray	10.98	.47	.20		
Brown, Monroe, Morgan (excluding north ½ of Co.) & Owen Cos.:					
Brush	8.90			.30	
Structural Steel	9.65			.30	
Spray	9.90			.30	
Carroll, Jasper, Newton, & White Cos.:					
Brush	10.65	.64	.50		.05
Sandblasting; Sign; & Spray	11.40	.64	.50		.05
Clark, Crawford, Floyd, Harrison, Jefferson, Scott, & Washington Cos.:					
Brush	8.62	.35	.20		.03
Spray	9.07	.35	.20		.03

PAGE 6

DECISION NO IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS (Cont'd):					
Daviess, Gibson, & Knox Cos.:					
Brush up to 30'	$9.05	.45			
Brush over 30'	9.85	.45			
Spray up to 30'	10.05	.45			
Spray over 30'	10.85	.45			
Dearborn, Ohio, Ripley & Switzerland Cos.:					
Brush; roller; wallwashing; Drywall taping & finish; paperhanging & vinyl; seamless floors & finishing floors; sanding	9.70				
Sandblasting & Steam clean	10.45				
Spray; Epoxy	10.20				
Tanks, elevators, bridges, Steeples over 40 ft.	10.80				
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Cos.:					
Brush	10.10	.65	.30		
Spray	11.10	.65	.30		
Elkhart, Kosciusko, Marshall, Pulaski & Starke Cos.:					
Brush	9.04		.20		$15.00p/yr
Drywall taping & finish; Paper-hangers; Spray & Vinyl	9.04		.20		15.00p/yr
Fayette, Franklin, Henry, Randolph, Rush, Union, & Wayne Cos.:					
Brush	8.35				
Sandblasting; Spray	9.35				
Structural Steel; Scaffold over 30 ft.	8.60				
Lawrence, Martin, & Orange Cos.:					
Brush; & Structural Steel	8.00				
Parke, & Vermillion Cos.:					
Brush	9.65			.25	
Spray	11.15			.25	
Sullivan, & Vigo Cos.:					
Brush	8.50			.25	
Spray	9.50			.25	

PAGE 7

DECISION NO IN78-2030

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
PAINTERS (Cont'd)					
Sullivan, & Vigo Cos.: (Cont'd)					
Structural steel up to 30'	$ 8.75			.25	
Structural steel 30' to 100'	9.50			.25	
Structural steel over 100'	10.50			.25	

DECISION NO. IN78-2030 Page 8

LABORERS: HEAVY & HIGHWAY CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP 1	$ 7.60	.70	.50		.09
GROUP 2	7.75	.70	.50		.09
GROUP 3	7.80	.70	.50		.09
GROUP 4	7.90	.70	.50		.09
GROUP 5	8.45	.70	.50		.09

LABORERS

GROUP 1: Chairman; Construction laborer; Continuous steel rod or mat installer; Fence erector; Grade checker; Guard rail erector; Joint man (mortar, mastic & all other types); Lighting installer (permanent & temporary); Lineman for automatic grade maker or paving machine; Manhole erector; Mortar man; Multi-plate erector; Rip-rap laborer, incl. all materials; Road marking & delineation laborer; Rodman; Sandblaster man; Setting & placing of all pre-stressed & precast concrete products; Spraying of epoxy, curing compound or like material; Survey crew helper; Temporary waterline installer; Top laborer; Wire mesh layer

GROUP 2: Air tool, power tool, & power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Cement handler (bulk or bag cement); Chain saw man; Concrete conveyor assembly man; Concrete puddler; Concrete rubber; Concrete saw operater - non riding type; Core drill operator; Hand blade operater; Hydro seeder man; Motor driven Georgia buggy operator; Power driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Sealer applicator for asphalt, toxic; Side rail setter - for sidewalks, side ditches, radii & pavements, etc.; Sign installation, including supporting structures; Spreader box tender; Straw blower man; Subsurface drain & culvert pipe layer; Transverse & longitudinal hand bull float man

GROUP 3: Horizontal boring & jacking man; Jackman & sheetman; Pipe grade man; Wench & windlass operator

GROUP 4: Conduit installer; Cutting torch burner; Lazer beam aligner; Manual operated welder; Sewer pipe layer; Water line installer

GROUP 5: Air track & wagon drillman; Concrete finisher; Dynamite & powder man

PAGE 9

1 of 3

DECISION NO IN78-2030
POWER EQUIPMENT OPERATORS
(Heavy & Highway Construction)

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Adams, Allen, Benton, Blackford, Carroll, Cass, Clinton, DeKalb, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, & Whitley Counties:					
GROUP I	$10.30	.40	.40		.08
GROUP II	9.20	.40	.40		.08
GROUP III	8.77	.40	.40		.08
GROUP IV	7.96	.40	.40		.08
Elkhart, Fulton, Jasper, Kosciusko, LaGrange, Marshall, Newton, Noble, Pulaski, & Starke Counties:					
GROUP I	9.60	.70	.80		.08
GROUP II	8.50	.70	.80		.08
GROUP III	8.07	.70	.80		.08
GROUP IV	7.26	.70	.80		.08
Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Counties:					
GROUP I	10.40	.35	.35		.08
GROUP II	9.30	.35	.35		.08
GROUP III	8.87	.35	.35		.08
GROUP IV	8.06	.35	.35		.08
Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties:					
GROUP I	10.20	.40	.50		.08
GROUP II	9.10	.40	.50		.08
GROUP III	8.67	.40	.50		.08
GROUP IV	7.86	.40	.50		.08

NOTICES

POWER EQUIPMENT OPERATORS 2 of 3

Group 1: Air Compressors in Manifold with throttle valve; Asphalt Plant Engineer; Auto Grade or similar type machine; Auto Patrol; Backhoe on Farm type Tractor, 45 H.P. and over; Ballast Regulator (R. R.); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bull Dozer; Caisson Drilling Machine; Cherry Picker - 15 ton or over; Chip Spreader; Concrete Mixer 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick with any attachment including clamshell, dragline, shovel, backhoe, etc.; Dredge Engineer; Dredge Operator; Drilling Machine on which the drill is an integral part; Earth Mover - rubber tired (paddle wheel, 619, 631, TS-24 or similar type); Earth Mover, rubber tired - tandem (50 cents per hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (Portable); Operator of Guard Rail Post Driver; Highlift Shovel - 1-1/2 cu. yd. or over; Hoist (2 drums and over); Helicopter - Crew; Hydraulic Boom Truck; Keystone (Skimmer Scoop); Loader - self-propelled (Belt-chain Wheel); Locomotive Operator; Mucking Machine; Panel Board Concrete Plant (Central Mix type); Paver-Hetherington; Pile Driver - Skid or Crawler; Road Paving Mixer; Rock Breaking Plant; Rock Crushing Plant (portable); Roller - Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with Dozer Blade; Root Rake, Tractor Mounted; Self-propelled Widener; Stump Remover, Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor (50 cents per hour additional); Tractor - Boom, Winch or Hoe Head; Tractor - Push; Tractor Mounted Spreader; Tree Mover; Trench Machine (over 24"); Tug Boat Operator; Well Drilling Machine; Winch Truck with A-Frame

Group 2: Air Compressor with throttle valve or Clever Brooks type combination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull Float; Cherry Picker under 15 ton; Chip Spreader (self-propelled); Concrete Pump; Concrete Mesh Depressor - Independently operated; Concrete Spreader - power driven; End Loader under 1-1/2 cu. yd.; Excavating Loader - portable; Finishing Machine and Bull Float; Gunite Machine; Head Greaser; Mechanic; Mesh or Steel Placer; Multiple Tamping Machine (R.R.); P.C.C. Concrete Belt Placer; Pull Grader - power control; Refrigerating Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-propelled); Tamper - Multiple Vibrating - Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Tube Float; Welder

POWER EQUIPMENT OPERATORS (Cont'd) 3 of 3

Group 3: Assistant Plant Engineer; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Spike Machine (R.R.); Tamper - Multiple Vibrating - Earth and Sub-base material); Throttle Valve; Throttle Valve and Fireman combination on horizontal or upright boiler; Tractaire with Drill; Tractor - 50 H.P. or over; Well Point System; Widener (Apsco or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oiler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Chair Cart (self-propelled); Coleman Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power-driven); Fork Lift - under 10 ton; Form Grader; Form Tamper (motor driven); Generator; Greaser Helper; Hetherington Driver; Hetherington Helper; Hydra Seeder; Mechanics Helper; Mechanical Heater; Operator 1 thru 4 pcs. of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pull Broom (power type); Seaman Tiller; Straw Blower or Brush Mulcher; Striping Machine, Paint (motor driven); Sub-grader; Tractaire; Tractor (below 50 H.P.); Truck Crane Oiler - Driver; Spreader; Water Pump; Welding Machine - 2 of 300 amps or over

Page 12

DECISION NO. IN78-2030

TRUCK DRIVERS:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
GROUP A	$8.33	19.50a	22.00a		
GROUP B	8.33	19.50a	22.00a		
GROUP C	8.25	19.50a	22.00a		
GROUP D	8.23	19.20a	22.00a		
GROUP E	8.18	19.50a	22.00a		
GROUP F	8.13	19.50a	22.00a		
GROUP G	8.08	19.50a	22.00a		
GROUP H	8.03	19.50a	22.00a		
GROUP I	7.98	19.50a	22.00a		
GROUP J	7.93	19.50a	22.00a		
GROUP K	7.88	19.50a	22.00a		
GROUP L	7.78	19.50a	22.00a		

CLASSIFICATIONS

GROUP A-Acey Wagons over 3 Buckets
GROUP B-Acey Wagons to and including 3 Buckets
GROUP C-Tandem-tandem Semi-Trucks-Truck Mechanics-Heavy Equipment Type Water-Wagon over 5,000 Gallons-Tri-Axle Trucks pulling Tilt-Top Trailers- Low Boys, Tandem-tandem Axle
GROUP D-Tri-Axle Trucks-Tandem Semi-Trucks-Equipment not self loaded or pusher loaded such as Koehring or similar Dumpster, Track Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournarockers, Athey Wagons, or similar equipment over 12 cu. yds.-Tandem Axle Trucks pulling Tilt-Top Trailers-Low Boys, Tandem Axle-Tri-Axle Batch
GROUP E-Tandem "Dog-Legs" Trucks-Semi-Water Trucks-Sprinkler Trucks-Heavy Equipment Type Water Wagons 5,000 Gallons & Under
GROUP F-Truck Mounted Pavement Breakers-Tandem Trucks over 15 Ton Payload-Single Axle Semi-Trucks-Farm Tractors hauling material-Equipment not self loaded or Pusher loaded such as Koehring or similar Dumpster, Track Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournarockers, Athey Wagons or similar equipment 12 cubic yds. & under-Mixer Trucks, All Types-Single Axle Trucks pulling Tilt-Top Trailer Lowboys, Single Axle
GROUP G-Tandem Axle Fuel Trucks-Tandem Axle Water Trucks-Bituminous Distributor (one man)
GROUP H-Single Axle Dog-Legs-Tandem Trucks or Dog-Legs-Winch Trucks or A Frames used for Transportation-Batch Trucks Wet or Dry over 3 (34E) Batches-Grease and Maintenance Truck Servicing Tandem Axle Trucks
GROUP I-Single Axle Fuel Trucks-Single Axle Water Trucks-Bituminous Distributors, (two man)
GROUP J-Single Axle Straight Trucks-Batch Trucks, Wet or Dry 3 (34E) Batches or less-Grease & Maintenace Trucks servicing Single Axle Trucks
GROUP K-Helpers, Greasers, Tire Men, Batch Board Tenders
GROUP L-Pick-Up Trucks

FOOTNOTE: a-PER WEEK PER EMPLOYEE

DECISION NO. IN78-2030

Page 13

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

1 of 2

	ZONE 2 Basic Hourly Rates	ZONE 2A Basic Hourly Rates	ZONE 3 Basic Hourly Rates	ZONE 4 Basic Hourly Rates	ZONE 5 Basic Hourly Rates
GROUP 1	$7.80	$7.60	$7.60	$7.50	$7.80
GROUP 2	7.95	7.75	7.75	7.65	7.95
GROUP 3	8.00	7.80	7.80	7.70	8.00
GROUP 4	8.10	7.90	7.90	7.80	8.10
GROUP 5	8.20	8.00	8.00	7.90	8.20
GROUP 6:					
A.	8.00	7.80	7.80	7.70	8.00
B.	8.15	7.95	7.95	7.85	8.15
C.	8.60	8.40	8.40	8.30	8.60
D.	8.10	7.90	7.90	7.80	8.10

Fringe Benefits Payments			
H & W	Pensions	Vacation	Education and/or Appr. Tr.
$.70	.50		.09

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties (Excluded from this schedule)

ZONE 2: Elkhart & St. Joseph Counties

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Adams, Allen, Benton, Blackford, Boone, Carroll, Cass, Clinton, DeKalb, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Madison, Miami, Montgomery, Noble, Pulaski, Randolph, Rush, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, & Whitley Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, DuBois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

LABORERS

GROUP 1: Chainman; Construction laborer; Continuous steel rod or mat installer; Fence erector; Grade checker; Guard rail erector; Joint man (mortar, mastic & all other types); Lighting installer (permanent & temporary); Lineman for automatic grade maker or paving machine; Manhole erector; Mortar man; Multi-plate erector; Rip-rap laborer, incl. all materials; Road marking & delineation laborer; Rodman; Sandblaster man; Setting & placing of all pre-stressed & precast concrete products; Spraying of epoxy, curing compound or like material; Survey crew helper; Temporary waterline installer; Top laborer; Wire mesh layer

GROUP 2: Air tool, power tool, & power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Cement handler (bulk or bag cement); Chain saw man; Concrete conveyor assembly man; Concrete puddler; Concrete rubber; Concrete saw operator - non riding type; Core drill operator; Hand blade operator; Hydro seeder man; Motor driven Georgia buggy operator; Power driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Sealer applicator for asphalt, toxic; Side rail setter - for sidewalks, side ditches, radii & pavements, etc.; Sign installation, including supporting structures; Spreader box tender; Straw blower man; Subsurface drain & culvert pipe layer; Transverse & longitudinal hand bull float man

GROUP 3: Horizontal boring & jacking man; Jackman & sheetman; Pipe grade man; Wench & windlass operator

GROUP 4: Conduit installer; Cutting torch burner; Laser beam aligner; Manual operated welder; Sewer pipe layer; Water line installer

GROUP 5: Air track & wagon drillman; Concrete finisher; Dynamite & powder man

GROUP 6:
A. Bottom man; Concrete man
B. Concrete headman
C. Miner or header man
D. Mucker & Tunnel laborer

Adams, Allen, Blackford, DeKalb, Huntington, Jay, Steuben, Wells, & Whitley Counties

POWER EQUIPMENT OPERATORS:
TUNNEL AND SEWER CONSTRUCTION:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	$10.30	.40	.40		.05
GROUP II	9.20	.40	.40		.05
GROUP III	6.80	.40	.40		.05
GROUP IV	8.00	.40	.40		.05

CLASSIFICATIONS

GROUP I
Air compressor (pressurizing shafts, tunnels & divers); Air tugger; Auto patrol; Back filler; Backhoe; Boom cat; Boring machine; Bull dozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer (dual drum); Concrete plant; Concrete pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual purpose truck (pitman type); Ditching machine (13" and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Generator (power for welders or compressors); Gradall; Helicopter; Helicopter winch operator; High lift - front end loader; Hoist; Locomotive and/or dinky engine; Mechanic on job site; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop & tractor; Scraper - rubber tired; Spreader - tractor mounted; Straddle carrier - ross type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe (1/2 yard and over); Trench box - power driven; Tunnel shield; Welder (craft)

GROUP II
A frame truck; Batcher plant (automatic dry batch); Bending machine - Power driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper - self-propelled; Concrete mixer (21 cu. ft. or over); Concrete spreader - power driven; Ditching machine (less than 13"); Drilling machine; Finish machine & bull float; Finishing machine; Fireman - Pile driving and boilers; Gunite machine; Head greaser; Mechanic in shop; Mesh depresser - mesh placer; R.C.C. concrete belt placer; Roller - asphalt, Stone & sub base; Rotary drill; Sheepsfoot roller - self-propelled; Shop oiler; Spreader or base paver-self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe (under 1/2 yard); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Well points; Winch truck

GROUP III
Air compressor (210 cu. ft. & over); Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot - power agitated; Flex plane; Form grader; Hydrohammer; Jacks - hydraulic - power driven; Minor equipment operator 2,3,4, or 5; Paving joint machine; Post hole digger; Roller - earth; Throttle valve; Track jack - power driven; Tractor - farm type; Truck crane driver

GROUP IV
Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine; Helpers

DECISION NO. IN78-3010 Page 16

Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties

1 of 2

POWER EQUIPMENT OPERATORS

Tunnel & Sewer Construction

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	$10.55	.40	.50		.08
GROUP II	10.45	.40	.50		.08
GROUP III	10.25	.40	.50		.08
GROUP IV	8.00	.40	.50		.08

CLASSIFICATIONS

GROUP I Master Mechanics

GROUP II Utility Operator

GROUP III Power Cranes, Draglines, Derricks, Electric Overhead Cranes, Shovels, Gradall, Mechanics, Repair and Maintenance of all Equipment, Tractor Highlift, Fork lifts, Tournadozer, Mixer over 14S Capacity, Tournamixer, Two Drum Machine or Two Cage Hoists, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Truck Crane, Tournapull, Tractor operating Scoops, Bulldozer, Push Tractor, Finishing Machine on Asphalt, Large Rollers & Rollers on Asphalt, Gravel, Macadam and Brick Surface, Hoe Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer or Pug Mill, Two Air Compressors, Mother-Length Lazer Operator, Farm Tractor with half Yard bucket and/or Back Hoe Attachment, Trench Machines cutting over 24", Dredging Equipment, Central Mix Plant Engineer, CMI or similar type Machine, Concrete Spreader, Cherry Picker, Standard or Dinkey Locomotives, Tocojmobiles, Euclid Loader, Soil Cement Machines, Pack Filler, Elevating Machine, Power Blade, Asphalt Plant Engineer, Well Drilling Machines, Point Machine, Pipe Cleaning Machines, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, Tractor Without Winch, Road Equipment Greasers, Barber Green Loaders, Formless Paver, Well Point System Hydra Ax, Ross Concrete Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Pile Driver Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine Freezing Operator, Chain Cart - Self Propelled, Hydra Seeder, Straw Blower, Concrete Mixers with Skip, all one Drum Hoists with Tower or Boom, Dredge Engineer, Dredge Operator, Rock Spreader, Truck or Skid Mounted Tower Crane, Engine or Rock Crusher Plant, Boiler Operator, Concrete Plant Engineer, Loaders, Hydra Crane Caissons, Shaft or any similar type Drilling Machine, Concrete Curb Machine - Self Propelled, Winch or Hydraulic Boom Truck

DECISION NO. IN78-3010 Page 17

POWER EQUIPMENT OPERATORS

2 of 2

GROUP IV Mixers 14S capacity or less, Trench Machine cutting 24" and under, Farm Tractor with less than half yard bucket and other Attachments except Back Hoe, Truck Crane Oiler, Power Subgrader, Bull Float, Form Grader, Finishing Machine Pavement Breaker, Rock Crushers, One Drum Machine, One Air Compressor, Concrete Pump, Gunite Machine, Air Tuggers, Truck Crane Drivers, House Elevators when used for hoisting Material, Two to Four Generators or Welding Machine, Mechanized Heaters irrespective of Motor Power when used for temporary heat, Small Rollers on Earth, Engine Tenders, Firemen, Wagon Drill, Flexplane, Conveyor, Two to Four Water Pumps, Siphon and Pulsometer, Switchman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Power Broom, Post Hole Digger, Self-propelled Concrete Saw, Striping Machine (Motor Driven), Form Tamper, Seaman Tiller, Bulk Cement Plant Equipment Greaser, Track Jack, Mud Jack, Operator to do Winter Repair Work in Shop between November 1st and March 1st, Concrete Buggies motor driven, Oilers, Barrel Type Mixer, One Welding Machine or One Water Pump, Air Valves or Steam Valves from Plant, Concrete Mixers without Skip, Curing Machine, Concrete & Blacktop Curb Machine, Deck Hands

Cranes with booms from 149 ft. to 199 ft. including jib. receive additional $.75 per hour

Cranes with boom over 199 ft. including job receive additional $1.25 per hour.

DECISION NO. IN78-2010 PAGE 18

Jasper, Newton, Pulaski, & Starke Counties

POWER EQUIPMENT OPERATORS

Tunnel & Sewer Construction

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
Class I	$ 10.30	.65	.85		.05
Class II	9.80	.65	.85		.05
Class III	8.25	.65	.85		.05
Class IV	7.25	.65	.85		.05

CLASS I Mechanic; asphalt plant; autograde; batch plant; benoto (requires two engineers); boiler & throttle valve; caisson rigs; central redimix plant; combination backhoe, front end loader with backhoe bucket of 1 cu. yd. & over; combination tugger hoist & air compressor; compressor and throttle; concrete breaker (truck mounted); concrete conveyor; concrete paver over 27E cu. ft.; concrete paver 27E cu. ft. and under; concrete mixer; cranes, all; cranes, tower; derricks, all; derricks, traveling; forklift-bull type; forklift - 10 ton and over; hoists, one, two, and three drum; hoists, two tugger one floor; hydraulic boom truck; locomotive, all; pile drivers and skid rig; pit machines; pre-stress machine; pump cretes and similar types; rock drill (self-propelled); rock drill (truck mounted); slip form paver; straddle buggies; tractor with boom & side boom; trenching machine; winch tractors

CLASS II Asphalt spreader; boiler; bulldozers; combination backhoe, front-end loader with backhoe bucket, less than 1 cu. yd.; engineer acting as conductor in charge of crew; grader, elevating; greaser engineer; grouting machines; highlift shovels or front endloader; hoists, automatic; cowboy drilling machines; hoists all elevators; hoists, tugger single drum; motor patrol; post hole digger; rollers, all; scoops - tractor drawn; stone crushers; tournapull; winch trucks

CLASS III Concrete mixer (2 bag & over); conveyor, portable; steam generators; tractors, farm & similar type; air compressor small 150 & under (1 to 5 not to exceed a total of 300 ft.); air compressor - large over 150 combination - small equipment operator; forklift trucks; generators; pumps (1 to 3 not to exceed a total of 300 ft.); pumps, well points; welding machines (2 through 5); winches & electric drill winches

CLASS IV Heaters, mechanical (1 to 5); oilers & switchmen

DECISION NO. IN78-2010 PAGE 19

Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne, & White Counties

POWER EQUIPMENT OPERATORS:
TUNNEL AND SEWER CONSTRUCTION:

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
GROUP I	$10.95	.55	.55		.03
GROUP II	10.00	.55	.55		.03
GROUP III	8.60	.55	.55		.03
GROUP IV	7.70	.55	.55		.03

CLASSIFICATIONS

GROUP I
Air compressor (pressurizing shafts, tunnels & divers); Air tugger; Auto patrol; Back filler; Backhoe; Boom cat; Boring machine; Bull dozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer (dual drum); Concrete plant; Concrete pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual purpose truck (pitman type); Ditching machine (13" and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Generator (power for welders or compressors); Gradall; Helicopter; Helicopter winch operator; High lift - front end loader; Hoist; Locomotive and/or dinky engine; Mechanic on job site; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop & tractor; Scraper - rubber tired; Spreader - tractor mounted; Straddle carrier - ross type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe (1/2 yard and over); Trench box - power driven; Tunnel shield; Welder (craft)

GROUP II
A frame truck; Batcher plant (automatic dry batch); Bending machine - Power driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper - self-propelled; Concrete mixer (21 cu. ft. or over); Concrete spreader - power driven; Ditching machine (less than 13"); Drilling machine; Finish machine & bull float; Finishing machine; Fireman - Pile driving and boilers; Gunite machine; Head greaser; Mechanic; Mesh depresser - mesh placer; P.C.C. concrete belt placer; Roller - asphalt, Stone & sub base; Rotary drill; Sheepsfoot roller - self-propelled; Spreader or base paver-self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe (under 1/2 yard); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Well points; Winch truck

GROUP III
Air compressor (210 cu. ft. & over); Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot - power agitated; Flex plane; Form grader; Hydrohammer; Jacks - hydraulic - power driven; Minor equipment operator 2,3,4, or 5; Paving joint machine; Post hole digger; Roller - earth; Throttle valve; Track jack - power driven; Tractor - farm type; Truck crane driver

GROUP IV
Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine; Helpers

DECISION NO. IN78-2030 Page 20

Elkhart, Fulton, Kosciusko, LaGrange, Marshall, & Noble Counties

POWER EQUIPMENT OPERATORS

Tunnel & Sewer Construction

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	$10.52	.65	.85	.40	.05
GROUP II	9.16	.65	.85	.40	.05
GROUP III	8.58	.65	.85	.40	.05
GROUP IV	7.70	.65	.85	.40	.05

CLASSIFICATIONS

GROUP I: All power cranes; Truck cranes; Locomotive cranes; LeTourneau Tournapulls; Shovels; Draglines; Derricks; Pile drivers; Highlifts; Tractors w/Side boom or "A" Frame; Forklifts 18' 6" in height or over; Motor patrols; Combination backhoe & loader; Mechanic; Conveyor systems; Hoist (3 drum) & over

GROUP II: All bulldozers; Stoops; Push cats; Concrete mixers of more than 21 cu. ft. capacity; Locomotives; Rollers; Stone crushers; Fork lifts under 18' 6"; Air compressors - 600 cu. ft. & over; Combination of Gasoline or Deisel driven welding machine & compresser; Engineers operating throttle valve with boiler and compressor for piledriving; Concrete pumps; Trench machines excluding ditch witches; Cableways; Hoist (2 drum)

GROUP III: Truck winches w/A Frame & Power winches; Tractors-farm type; Drills & conveyors; Small rubber tire end loaders ½ cu. yd. & under; Bobcat

GROUP IV: Gin poles; Sasgen derricks & similar hoists; Firemen; Oilers; One drum hoist; Single drum tugger hoist; Automatic hoist; Elevators; Compressor over 210 cu. ft. & under 600 cu. ft.; Well points

DECISION NO. IN78-2030 Page 21

Statewide, except Crawford, DuBois, Fountain, Gibson, Miami (Peru & Grissom AFB), Perry, Pike, Posey, Spencer, Vanderburgh, Vermillion, Warren, Clinton (Frankfort), & Warrick Counties

LINE CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and or Appr. Tr.
EXCLUSIVE OF CALUMET AREA					
Linemen; Technicians	$10.07	.45	3%		.5%
Equipment Operators 1	7.87	.45	3%		.5%
Equipment Operators 2	9.50	.45	3%		.5%
Equipment Operators 3	9.50	.45	3%		.5%
Equipment Operators 4	10.07	.45	3%		.5%
Powderman and Equipment Mechanic	7.69	.45	3%		.5%
Senior Groundman Truck Driver w/w	6.57	.45	3%		.5%
Groundman Truck Driver with winch	6.31	.45	3%		.5%
Groundman Truck Driver w/o winch	5.53	.45	3%		.5%
Senior Groundman after 5 years	6.30	.45	3%		.5%
Senior Groundman after 12 months	6.13	.45	3%		.5%
Groundman 0-12 months	5.19	.45	3%		.5%
CALUMET AREA					
Linemen; Technicians	10.39	.45	3%		.5%
Equipment Operators 1	7.94	.45	3%		.5%
Equipment Operators 2	9.63	.45	3%		.5%
Equipment Operators 3	9.63	.45	3%		.5%
Equipment Operators 4	10.39	.45	3%		.5%
Powderman and Equipment Mechanic	7.75	.45	3%		.5%
Senior Groundman Truck Driver w/w	6.67	.45	3%		.5%
Groundman Truck Driver with winch	6.39	.45	3%		.5%
Groundman Truck Driver w/o winch	5.61	.45	3%		.5%
Senior Groundman after 5 years	6.43	.45	3%		.5%
Senior Groundman after 12 months	6.25	.45	.3%		.5%
Groundman 0-12 months	5.29	.45	3%		.5%

LINE CONSTRUCTION Clinton (Frankfort only) & Miami (Peru & Grissom AFB)	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	App. Tr.
LINEMEN; Heavy equipment operators "A"	$ 10.73	.45	3%		½ of 1%
CABLE SPLICERS	11.65	.45	3%		½ of 1%
HEAVY EQUIPMENT OPERATORS "B"	8.63	.45	3%		½ of 1%
POWDERMAN; Equipment mechanic	8.44	.45	3%		½ of 1%
SENIOR GROUNDMAN - truck driver with winch	7.07	.45	3%		½ of 1%
GROUNDMAN - truck driver with winch	6.76	.45	3%		½ of 1%
SENIOR GROUNDMAN AFTER 5 YEARS	6.74	.45	3%		½ of 1%
SENIOR GROUNDMAN AFTER 12 MONTHS	6.54	.45	3%		½ of 1%
GROUNDMAN - truck driver without winch	6.05	.45	3%		½ of 1%
GROUNDMAN 0 to 12 MONTHS	5.60	.45	3%		½ of 1%

Page 22

DECISION NO. IN78-2030

LINE CONSTRUCTION

Crawford, DuBois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
LINEMEN; Line truck operators; Pole digger; Stool handling cable splicer	$11.65	.40	3%		
GROUNDMAN	10.29	.40	3%		
TRUCK DRIVER	10.60	.40	3%		
Fountain, Vermillion, & Warren Counties					
LINEMEN; Groundman equipment operator	11.57	.40	3%+.30		½%
GROUNDMAN TRUCK DRIVER W/WINCH	9.47	.40	3%+.30		½%
GROUNDMAN TRUCK DRIVER WO/WINCH	8.87	.40	3%+.30		½%
GROUNDMAN	8.42	.40	3%+.30		½%

SUPERSEDEAS DECISION

STATE: Indiana
COUNTIES: *See Below
DECISION NUMBER: IN78-2032
DATE: Date of Publication
Supersedes Decision No. IN77-2082, dated May 13, 1977 in 42 FR 24523
DESCRIPTION OF WORK: Building Construction (Does not include single family homes and garden type apartments up to and including 4 stories), Heavy and Highway Construction

*Lake, LaPorte, Porter, & St. Joseph	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
ASBESTOS WORKERS:					
Lake & Porter Counties	$12.11	.81	.72		.12
LaPorte & St. Joseph Counties	12.13	.65	.75		
BOILERMAKERS	12.55	.80	1.00		.03
BRICKLAYERS:					
Lake, LaPorte & Porter Counties					
Bricklayers; Marble setters & Stone Masons	11.85	.75	.55		.05
Tile setters	11.75	.75	.55		.02
St. Joseph County:					
Bricklayers; Stonemasons	10.76	1.00	.65		.06
Marble setters; Terrazzo workers; Tile setters	9.10	1.00	.65	a	.01
CARPENTERS:					
Lake, LaPorte, & Porter Counties:					
Carpenters	12.03	.90	.57		.05
Millwrights	12.13	.90	.57		.05
St. Joseph County:					
Building Construction:					
Carpenters; Millwrights; Piledrivermen; Soft floor layers	10.25	.55	.65		.03
Heavy & Highway Construction:					
Carpenters	9.98	.60	.60		.05
CEMENT MASONS:					
Building Construction:					
Lake County (Hammond Area)	11.42	.90	.60		.03
LaPorte County; Porter County (Eastern ½ of Co.)	10.95	.90	1.00		.06
Heavy and Highway Construction:					
St. Joseph County	9.66	.60	.80		.04

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4146

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT CURB & SDWK IMPROV. RES. NO. 5802-78 - NEBRASKA PH. III, HIPSKIND ASPHALT CORP.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-08-18

SYNOPSIS OF ORDINANCE CONTRACT FOR CURB AND SIDEWALK IMPROVEMENT RESOLUTION NO. 5802-78, NEBRASKA AREA PHASE III, (BOONE STREET, FROM WATKINS TO CHERRY; GROWTH, WEST SIDE ONLY FROM 80' NORTH OF MORRISON TO 335' NORTH OF MORRISON; WHEELER ST. SOUTH SIDE ONLY FROM RUNNION TO WESTERN TERMINUS; MARY ST. FROM RUNNION AVE. TO W. TERMINUS; DAVIS ST. EAST SIDE ONLY; MARY ST. TO LINK ST.; OSAGE ST., MAIN ST. TO ALLEY NORTH OF BOONE ST. CONTRACTOR FOR THE PROJECT, HIPSKIND ASPHALT CORPORATION, IN THE AMOUNT OF $97,065.50

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF CURBS AND SIDEWALK IN THE NEBRASKA NEIGHBORHOOD AREA, PHASE III

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $97,065.50 FROM C D & P

ASSIGNED TO COMMITTEE

EP Public Works